

**AGREEMENT FOR
PARKING MANAGEMENT SERVICES**

For

CAROLINA BEACH, NORTH CAROLINA

Between

TOWN OF CAROLINA BEACH, NC

And

**P2 OF NC, LLC, a Florida Limited Liability Company,
d/b/a Pivot of NC, LLC**

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**AGREEMENT FOR PARKING ENFORCEMENT
SERVICES BETWEEN THE TOWN OF CAROLINA
BEACH AND P2 OF NC, LLC**

THIS AGREEMENT FOR PARKING MANGEMENT SERVICES (the “Agreement”) is made and entered into this _____ day of November, 2021 (the “Effective Date”), by and between the **Town of Carolina Beach**, a North Carolina municipal corporation (the “Town”) and **P2 of NC, LLC**, a Florida corporation qualified to do business in the State of North Carolina (the “Company”).

GENERAL RECITALS

WHEREAS, the Town issued a Request for Proposal for Parking Management Services for Carolina Beach, North Carolina (the “RFP”), requesting proposals from qualified companies to provide the Town with Parking enforcement services;

WHEREAS, in response to the RFP, the Company submitted to the Town a proposal dated October 18, 2021 (the “Proposal”);

WHEREAS, the Town and the Company have negotiated and now desire to enter into an agreement for the Company to provide Parking Management Services (the “Services”) in accordance with the terms and conditions set out herein;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and conditions contained in this Agreement, the parties agree as follows:

AGREEMENT

ARTICLE 1- AWARD OF AGREEMENT

The Town is entering into this Agreement with the Company with the understanding that the Company is an experienced, professional firm capable of managing the day-to-day parking enforcement needs of Carolina Beach, North Carolina. In providing the Services to the Town, the Company is expected and required to instill and maintain a very strong focus on customer service in all its employees, demonstrate its expertise in parking enforcement matters and provide a stable, well-trained workforce to provide the Parking Management Services specified by the Town.

1.1 Notice to Proceed

Execution of this contract shall constitute a Notice to Proceed to the Company on November ____, 2021 upon receipt of the Town of a fully executed Agreement, Insurance Certificate and any other documentation required by the Town Manager from the Company.

ARTICLE 2- OVERVIEW OF SERVICES

The Company shall provide to the Town the services specified in this Agreement, in the “Request for Proposal-Parking Program Services” prepared by the Town of Carolina Beach dated September 30, 2021, in the “Proposal for Parking Management Services for Carolina Beach, NC” prepared by

Company and dated October 18, 2021 and in the Summary Scope of Services attached to this Agreement as **Exhibit A**, all of which are incorporated herein by reference. Services will be performed within guidelines, policies and laws provided by the Town. The Town will unilaterally determine enforcement levels in accordance with its policies.

The Company will be required to provide and manage qualified and trained personnel in sufficient numbers to provide the Services requested by the Town.

2.1 Regularly Scheduled Services

The Company will provide the Town with a schedule listing all weekly staff assignments, including all enforcement beats. The Town may require, in its sole discretion, adjustments to the weekly staffing levels during the term of this Agreement to meet the Town's changing needs.

2.2 Emergency Services

In the event an emergency arises and there is an unanticipated sudden need for Services, the Company will provide such services within two (2) hours' notice by the Town. The Company's contact persons for emergency services are the Company's on-site Project Manager, Senior Operations Manager and the Company CEO. They may be reached 24 hours per day, 365 days per year. Contact info is as follows:

- Project Manager Adam Graves- cbmanager@pivotparking.com
- Senior Ops Manager Corinne Zurcher- czurcher@pivotparking.com
- CEO Scott Diggs- sdiggs@pivotparking.com

In Addition, the Town may contact the executive staff 24 hours a day, 365 days per year for emergency or any other reason. Contact info is as follows:

- Executive Vice President-Tina Reid treid@pivotparking.com
- Executive Vice President- Brandon Lauterbach brandong@pivotparking.com

2.3 Permanent Additions, Deletions and Changes to Services

The Town will have the right to add, delete, or change any of the Services, in its sole discretion, in response to its changing needs. The Town will submit all notices for revisions in Services in writing with reasonable advance notice to the Company. In the event of an emergency situation, the Town and Company will work with each other in good faith to implement required Service changes as quickly as possible. Town agrees that Company will manage any additions to the Services as described herein (for example if Town should add new parking meters, parking lots or pay stations) and Company agrees to manage such additional Services. For any Services not originally contemplated by this Agreement, the Company will provide such Services at rates that do not exceed those being charged to similar clients for similar services

2.4 Subcontracting

Company acknowledges and agrees that it shall be the prime contractor and shall remain fully responsible for the performance of all obligations required to be performed by the

Company or any subcontractors under this Agreement. No subcontracting shall be permitted without the prior written consent of the Town. When asking for such consent, the Company shall submit to the Town organizational charts and qualifications of subcontractor personnel for any portions of *the* Services proposed to be performed by subcontractors. No changes in personnel of any subcontractor may be made without prior written consent of the Town.

2.5 *Items Provided by the Company*

The Company shall provide all equipment, materials and supplies furnished by the Company, to be a reimbursable operating expense as defined in the “Budget”. All equipment, material, and supplies furnished by the Company will become the property of the Town and will not be used for the purpose other than the performance of parking management-related Services for the Town. The Company shall maintain current records and provide an accounting of all equipment, material and supplies for use by the Company. The Company will have full responsibility for storing equipment and supplies used in connection with the Services during the operating season.

2.6 *Items Provided by the Town*

The Town will provide all items listed in Exhibit C. The Town shall provide a detailed inventory list of all equipment to be turned over to Company by the Town and the previous management company at the contract start date of this agreement. The Town shall furnish a storage area for equipment when the program is and is not in operation.

ARTICLE 3- COMPANY PERSONNEL

3.1 *Key Personnel*

The Company shall provide Services pursuant to this Agreement through key personnel. The Company shall provide to the Town a list of all key personnel involved with the project. The Company shall provide the Town with a timely written notice of any changes in key personnel.

3.2 *Company Personnel Approval, Removal, Replacement or Additions*

The Town will have the option, in its sole discretion, to require the replacement of any individual employee assigned to provide Services at any time during the term of this Agreement. Also, the Town will have the right to require any additional personnel that the Town deems necessary to maintain the desired level of Services.

ARTICLE 4- POINTS OF CONTACT

4.1 Company's Point of Contact

The duties of the Company's Point of Contact include, but are not limited to:

- Coordinating Services and the Company's resource assignments based upon the Town's requirements.
- Providing consultation and advice to the Town on matters related to the Services and operational concerns/issues and acting as a conduit to the Company's specialist resources that may be needed to supplement the Company's regular staff.
- Acting as the Company's point of contact for all aspects of contract administration including invoicing for Services and status reporting.
- Requesting Town review and approval in advance of all Company expenditures in connection with the Services.
- Facilitating meetings and conferences between the Town and the Company's executive staff when scheduled or requested by the Town.
- Communicating among and between the Town and the Company's staff.
- Promptly responding to the Manager when consulted in writing with respect to Service deviations and necessary documentation.
- Identifying and providing the Town with written notice immediately after the Company becomes aware of any issue that may threaten the delivery of Services in the manner contemplated by this Agreement.
- Ensuring that adequate quality assurance procedures are in place for the performance of the Services.
- The Company's Point of Contact for all Services is:

Primary: Scott Diggs, CEO
sdiggs@pivotparking.com
P2 of NC, LLC (contact information provided elsewhere in this document)

Secondary: Tina Reid, Executive Vice President
treid@pivotparking.com 864-252-6303

4.2 Town's Point of Contact

The Town will designate a Point of Contact for all Services. The Town's initial point of contact shall be the Town Manager. The Town Manager will facilitate the flow of information between the Company and the Town. The duties of the Town Manager include:

- Ensuring that the Company performs in accordance with all requirements of this Agreement.
- Promptly responding to the Company's Point of Contact when consulted in writing regarding Service issues.
- Reviewing all Company expenditures in connection with the Services and approving or denying such expenditures in a timely fashion.
- Acting as the Town's Point of Contact for all aspects of the Services, including contract administration and coordination with the Town's staff.

The Town Manager shall designate in writing to the Company a point of contact and may from time to time re-designate the point of contact.

Town's point of contact

Bruce Oakley, Town Manager (910) 458-2995, bruce.oakley@carolinabeach.org

Ed Parvin, Assistant Manager, (910) 465-2766, ed.parvin@carolinabeach.org

Sheila Nicholson, Assistant to the Town Manager, (910) 458-2995,

Sheila.nicholson@carolinabeach.org

ARTICLE 5- LEGAL NOTICES

Any notice, consent or other communication required or contemplated by this Agreement shall be in writing and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below:

Town:

Town Manager – Bruce Oakley

Town of Carolina Beach, NC

1121 Lake Park Blvd North

Carolina Beach, NC28428

Bruce.oakley@carolinabeach.org

Company:

P2 of NC, LLC
648 Northeast Third Ave.
Ft. Lauderdale, FL 33304
Attn: Legal Department

CC: P2 of NC, LLC
P.O. Box 1275
Wrightsville Beach, NC 28480
Attn: Scott Diggs, Chief Executive Officer
sdiggs@pivotparking.com

Notice shall be effective upon the date of receipt by the intended recipient, provided that any notice that is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

ARTICLE 6- TERM

The initial term of this Agreement will be for a period of approximately one (1) year, beginning on the Effective Date and ending at midnight on December 31, 2022. This agreement shall extend for two (2) additional two-year extension periods, in so long as the Town shall agree in writing within ninety (90) days prior to the expiration of each term.

ARTICLE 7- COMPENSATION AND PAYMENTS

7.1 Compensation

As complete compensation for the Services described in this Agreement, the Town will reimburse all the Company's reasonable expenses, approved in advance by the Town's Manager, incurred in providing the Services, to include the reimbursement for all equipment, material and supplies furnished by the Company in accordance with the section "Budget" which follows. The Company will also receive a monthly base management fee of \$1,850.00 (one thousand, eight hundred and fifty dollars) plus an incentive management fee of 8.5% of total revenue collected in excess of \$3,300,000 per annual year ("Guaranteed

Revenue”). The Guaranteed Revenue amount is based on the parking season, hours, fee schedule and number of parking spaces in existence as of 12/1/2021. If the parking season, hours, fee schedule or number of parking spaces are modified after 12/1/2021, the parties will use good faith efforts to adjust the Guaranteed Revenue accordingly.

. The Base Management Fee will be paid monthly. The Incentive Management Fee will be paid in the month following the Guaranteed Revenue amount being collected. As a condition precedent to the requirement the Town pay the Incentive Management Fee, the Company shall have met each of the following conditions:

1. Daily collections and daily cash deposits submitted on time
2. Weekly reports are provided showing:
 - a. Revenue for Freeman Park,
 - b. Revenue for each lot
 - c. Average revenue per space per lot.
 - d. Revenue for on-street parking.
 - e. Number and types of outages on any equipment.
3. Quarterly updates to Town Council starting in February 2022 showing budget projections and innovation recommended.
4. . For purposes of this Article 7, “Total Revenue Collected” shall include all revenues collected by the Company and Town (excluding all sales taxes and other charges required to be remitted to any governmental agency) pursuant to the provisions of this Agreement.

The Town shall deposit with Company, prior to the commencement date of this Agreement, an amount equal to a forty-five (45) days of operating expenses (the “Operating Advance”) which is estimated to be and an amount estimated to be \$21,750.00 or greater for the purchase of transitional/start up items (the “Transitional Expenses”). Manager shall pay all Operating Expenses out of the Operating Advance deposit and Start-Up transitional expenses out of the Transitional Expenses advance. Manager will provide a “Transitional Expense” budget to the Town for approval and/or adjustment to this estimated budget number stated above.

7.2 Invoices

The Company shall invoice the Town monthly for reimbursement of expenses and management fees earned under this Agreement, beginning December 15, 2021. The invoice shall be accompanied by proper supporting documentation as the Town may

require. Except for the final monthly invoice, Company shall replenish the Operating Advance with the amount received from the Town for each monthly invoice. The amount of the Operating Advance may be adjusted by mutual agreement in the event of a significant change in budgeted expenses. Payments will be made by the Town to the Company within 30 calendar days of the date of receipt of an accurate and properly submitted invoice. The Town will not pay inaccurate or incomplete invoices. The Town will not be penalized for late payments and no interest or penalty will be paid.

7.3 Budget

Budgeted expenses shall be based on an approved line-item budget submitted initially on November 30, 2021, and thereafter annually by January 15 of each year, and approved in writing by the Town Manager. The budget shall be in a form consistent with budget proposals by other Town departments. Expenses paid by the Company shall be reimbursed only if part of the approved budget or by prior approval in writing by the Town.

The Town shall not be liable for expenses in excess of the approved budget, unless the expenses are approved in writing by the Town

7.4 Accounting and Auditing

The Company shall maintain complete and accurate records of all costs and revenue collections related to this Agreement. Such records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the Town's agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any collections, invoices, payments, or claims submitted by the Company or any of its payees in connection with this Agreement. Records subject to examination will include, but are not limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement.

For the purpose of such inspections, the Town's agent or authorized representative shall have access to said records from the Effective Date of this Agreement, for the duration of the Services, and until two (2) years after the date of final payment by the Town to the Company pursuant to this Agreement.

The Town's agent or authorized representative shall have access to the Company's facilities and shall be provided adequate and appropriate workspace, in order to

conduct audits in compliance with this Article. The Town will give the Company reasonable advance notice of planned inspections. The Company also agrees to an annual audit of the Services to related financial information by an independent auditor selected by the Town and paid for by the Town

7.5 License Plate Recognition Equipment

The Company shall, at its sole expense, purchase one (1) Vigilant License Plate Technology Equipment which is compatible with IPS enforcement platform if so approved by the Town (the "Equipment") subject to the following terms and conditions:

- (a) The price to be paid by the Company for the Equipment shall be the approximate cost of the Equipment plus taxes and service fees paid by the Company (the "Equipment Cost").
- (b) The Equipment Cost (\$48,758.00) will be amortized over the five (5) year total term of the Agreement. An amortization schedule for the Equipment Cost is attached hereto as **Exhibit B**.
- (c) In the event Town or Company terminates this Agreement prior to December 31, 2027, Town shall pay to Company an amount equal to the monthly amounts as reflected on the Amortization Schedule from the date of termination of the Agreement through December 31, 2027. In the event the Agreement remains in effect until December 31, 2027, the Town shall have no obligation to make any payment of any kind whatsoever to Company in return for the transfer of the Equipment.
- (d) Company does not give any warranty, express or implied, with respect to the Equipment, including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose.
- (e) Upon transfer of the Equipment by Company to Town as described in subparagraph (c) above, the Equipment shall be and remain the sole property of Town.

ARTICLE 8- TERMINATION

8.1 Termination for Convenience

a. Except as provided in 8.1(b) below, by giving written notice, either Party may terminate this Agreement for any reason or no reason by giving thirty (30) days written notice of termination. The notice shall specify the date upon which such termination becomes effective. The Town shall pay the Company for Services rendered prior to the effective date of termination in addition to the amounts

described above in section 7.5.

b. Neither party shall be permitted to terminate the contract for convenience between May 31 and September 5th.

8.2 Termination for Default

By giving written notice, either party may terminate this Agreement upon the occurrence of one or more of the following events, each of which constitute a non-exclusive Event of Default under this Agreement:

- a. The other party violates or fails to perform any covenant, provision, obligation, term, or condition contained in this Agreement, provided that, unless otherwise provided in this Agreement, such failure or violation shall not be cause for termination if the defaulting party cures such default (if the default is susceptible to cure) within twenty (20) days of receipt of written notice of default from the other party.
- b. The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Agreement, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Agreement within twenty (20) days of receipt of written notice from Town, or failure to provide the proof of insurance as required by this Agreement within twenty (20) days of receipt of written notice from Town.

Any notice of default shall state the party's intent to terminate this Agreement if the default is not cured within the specified time period.

8.4 Additional Grounds for Termination by Town

The Town may terminate this Agreement immediately by written notice to the Company upon the occurrence of one or more of the following events each of which shall also constitute a non-exclusive Event of Default:

- a. The other party makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Agreement, the Company's Proposal, or any covenant, agreement, obligation, term, or condition contained in

this Agreement; or

- b. The Company ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Agreement shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of the other party's assets or properties

8.4 *Obligations Upon Expiration or Termination*

Upon expiration or termination of the Agreement, the Company shall promptly provide or return to the Town all equipment, materials, documents, or data, whether in written, graphic, machine readable or other form, supplied by the Town in connection with this Agreement, in as good condition as when delivered, reasonable wear and tear excepted.

8.5 *No Effect on Taxes, Fees, Charges or Reports*

Any termination of this Agreement will not relieve the Company of the obligation to pay any fees, taxes, or other charges then due to the Town, or relieve the Company of the obligation to file any daily, monthly, quarterly, or annual reports covering the period to termination, or relieve the Company from any claim for damages previously accrued or then accruing against the Company.

8.6 *Authority to Terminate*

The Town's Town Manager has the authority, without the necessity of further action by the TOWN, to terminate this Agreement on behalf of the Town.

8.7 *Other Remedies*

Upon termination of this Agreement, each party may seek all legal and equitable

remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedies.

ARTICLE 9-COVENANTS AND REPRESENTATIONS

The Company covenants and represents that the Services shall satisfy all requirements as set forth in this Agreement, in the "Request for Proposal-Parking Program Services" prepared by the Town of Carolina Beach dated September 30, 2021, in the "Proposal for Parking Management Services for Carolina Beach, NC" prepared by Company and dated October 18, 2021 and in the Summary Scope of Services attached to this Agreement as **Exhibit A**, all of which are incorporated herein by reference. All Services performed by the Company pursuant to this Agreement shall meet the highest industry standards and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience, and knowledge. The Company will not violate any agreement with any third party by entering into or performing this Agreement.

The Company further represents and covenants that:

- a. It is validly existing and in good standing under the laws of North Carolina;
- b. It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
- c. The execution, delivery, and performance of this Agreement have been duly authorized by the Company;
- d. No approval, authorization, or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Agreement; and

In connection with its obligations under this Agreement, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses

ARTICLE 10- INDEMNIFICATION

To the fullest extent permitted by law, the Company shall indemnify, defend and hold

harmless the Town and the Town's officers, agents and employees from and against any and all claims, losses, damages, obligations, liabilities and expenses (including reasonable attorneys' fees) that arise directly or indirectly from any negligent act(s), error(s) or omission(s) or willful misconduct by the Company or any of its agents, employees or subcontractors (or any allegations of any of the foregoing), including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal.

In any and all claims against the Town or any of its agents or employees by any employee of the Company, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Company or any subcontractor under workers' or workmens' compensation acts, disability benefit acts or other employee benefit acts.

This obligation to indemnify and the costs incurred by the Company in doing so shall not be part of the "reasonable expenses" for which the Company is entitled to reimbursement under section 7.1.

ARTICLE 11- INSURANCE

The Company shall purchase and maintain during the life of this Agreement with an insurance company acceptable to the Town and authorized to do business in the State of North Carolina the following insurance:

11.1 *Commercial General Liability*

Bodily injury and property damage liability as shall protect the Company and any subcontractor performing work under this Agreement from claims of bodily injury or property damage which arise from operation of this Agreement whether such operations are performed by Company, any subcontractor or any person directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1 Million combined single limit per occurrence & \$2 Million in general aggregate for bodily injury & property damage & \$2 Mil general aggregate for products/completed operations. Comprehensive General Liability insurance shall

include endorsements for property damage; personal injury; contractual liability; completed operations, products liability, & independent contractors' coverage. This coverage shall be on an occurrence basis.

11.2 *Workers' Compensation Insurance*

Meeting the statutory requirements of the State of North Carolina and Employers Liability- \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employees and owners.

11.3 *Theft, Disappearance and Destruction Coverage*

Protecting against loss of money and securities, inside the premises and outside the premises in the care and custody of a messenger in an amount not less than \$100,000.

11.4 *Crime Insurance*

Covering the Company, its agents, or employees, in an amount not less than \$100,000. All insurance policies provided hereunder may include a deductible and the deductible amount of any claims shall be paid as a reasonable expense of the operation.

The Town of Carolina Beach shall be included as an additional insured under the commercial general liability insurance for operations and services rendered under this Agreement. Certificates of all required insurance shall be furnished to the Town at the time of execution of this Agreement and shall contain the provision that the Town will be given 30 day written notice of any intent to amend or terminate by either the insured or the insuring company.

The Town shall purchase and maintain during the life of this Agreement on all vehicles owned by the Town and used by Company with an insurance company acceptable to Company and authorized to do business in the State of North Carolina the following insurance:

11.5 *Automobile Liability*

Bodily injury and property damage liability covering all non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate.

ARTICLE 12- GENERAL COMPLIANCE WITH LAWS AND REGULATIONS

The Company shall comply with all Federal, State, and local laws, ordinances, and regulations applicable to the Services provided herein. If, due to conflicts between two or more such ordinances, statutes, laws, rules, and regulations (the "Regulations") or due to conflicts in the interpretation or enforcement of such Regulations by courts or governing bodies having jurisdiction over the Services, the Company is unable to comply with such Regulations, the Company shall exercise usual and customary professional care in the exercise of his professional judgment in complying with such conflicting Regulations. The Company further agrees that it will at all times during the term of this Agreement be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act, the Americans with Disabilities Act (ADA), the Family and Medical Leave Act, and all Occupational Safety and Health Administration (OSHA) regulations applicable to the work.

12.1 *Non-Discrimination*

The Company agrees that it has adopted and will maintain and enforce a policy of non-discrimination on the basis of race, color, religion, sex, age, national origin, or disability. The Company agrees that it will inform the Town of any alleged violation(s) of employment practices involving any employees who provide Services which are asserted in any claims filed with the Equal Employment Opportunity Commission, Labor Department or any other federal or state compliance agency. Also, the Company will inform the Town of the final disposition of such cases.

12.2 *Equal Opportunity*

The Town is committed to promoting equal opportunities for all and to eliminating prohibited discrimination in all forms. Prohibited discrimination means discrimination against any person, business, or other entity in contracting or purchasing practices on the basis of race, color, sex or national origin. Without limiting the foregoing, prohibited discrimination also includes retaliating against any person, business, or other entity for reporting any incident of prohibited discrimination. It is understood and agreed that not only is prohibited discrimination improper for legal and moral reasons, prohibited discrimination is also an anti-competitive practice that tends to increase the cost of goods and services to the Town and others.

As a condition of entering into this Agreement, the Company further agrees to: promptly provide to the Town all information and documentation that may be requested by the Town from time to time regarding the solicitation and selection of subcontractors. Failure to maintain or failure to provide such information constitutes grounds for the Town to terminate or withhold payment under this Agreement.

12.3 Harassment

The Company agrees to make itself aware of and comply with the Town's Harassment Policy. The Town will not tolerate or condone acts of harassment based upon race, sex, religion, national origin, color, age, or disability.

12.4 Safety

The Company will have sole responsibility for ensuring its employees have been trained in appropriate safety procedures in connection with providing Services to the Town. Company's employees will not create safety hazards in the course of providing the Services.

ARTICLE 13 - DRUG FREE WORKPLACE REQUIREMENT

The Company shall provide a drug-free workplace during the performance of this Agreement. This obligation is met by:

- a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the Company's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs and (iv) the penalties that may be imposed upon employees for drug abuse violations;
- c. Notifying each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlined in this Article and (ii) notify the Company of any criminal drug statute conviction for a violation

occurring in the workplace not later than five (5) days after such conviction;

- d. Notifying the Town within ten (10) days after receiving from an employee a notice of a criminal drug statute conviction or after otherwise receiving actual notice of such conviction, unless otherwise forbidden to communicate such information to third parties under the Company's drug-free awareness program or other restrictions;
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of drug crime;
- f. Making a good faith effort to continue to maintain a drug-free workplace for employees; and
- g. Requiring any party to which it subcontracts any portion of the work under the Agreement to comply with the provisions above.

If the Company is an individual, the requirement is met by not engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this Agreement.

Failure to comply with the above drug-free workplace requirements during the performance of the Agreement shall be grounds for suspension, termination, or debarment.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

14.1 *Relationship of The Parties*

The relationship of the parties established by this Agreement is solely that of independent contractors, and nothing contained in this Agreement shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; or (ii) constitute such parties as partners, joint venturers, fiduciaries, co-owners or otherwise as participants in a joint or common undertaking; or (iii) make either party an agent of the other for any purpose whatsoever. Neither party nor its agents or employees is the representative of the other for any purpose, and neither has power or authority to act as agent or employee to represent, act for, bind, or otherwise create or assume any obligation on behalf of the other. Town agrees that

neither it shall employ, in any capacity, any person that Company has employed as a Supervisor, Manager or Assistant Manager during the term of this Agreement. This provision shall survive the expiration or other termination of this Agreement for a period of one (1) year.

14.2 *Entire Agreement*

This Agreement is the entire agreement between the parties with respect to its subject matter, and there are no other representations, understandings, or agreements between the parties relative to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations, and proposals ("prior agreements"), written or oral, except to the extent such prior agreements are incorporated by reference into this Agreement.

14.3 *Amendment*

No amendment or change to this Agreement shall be valid unless in writing and signed by both parties to this Agreement.

14.4 *Governing Law and Jurisdiction*

The parties acknowledge that this Agreement is made and entered into in Carolina Beach, North Carolina. This Agreement has been fully negotiated between two sophisticated parties and shall be construed without regard to any presumption or rule of law or equity regarding construction of this Agreement against the party causing this Agreement to be drafted or prepared. The parties further acknowledge and agree that North Carolina law shall govern all rights, obligations, duties, and liabilities of the parties to this Agreement, and that North Carolina law shall govern interpretation of this Agreement and any other matters relating to this Agreement (all without regard to North Carolina conflicts of laws principles).

The parties further agree that any and all legal actions or proceedings relating to this Agreement shall be brought in a state or federal court sitting in North Carolina. By execution of this Agreement, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections that they may have with respect to venue in any of the above courts. The prevailing party in any such proceeding shall be entitled to any and all costs associated with the filing of the proceeding

including reasonable attorney's fees.

14.5 *Binding Nature and Assignment*

This Agreement shall bind the parties and their successors and permitted assigns. Neither party may assign this Agreement without the prior written consent of the other. Any assignment attempted without the written consent of the other party will be void.

14.6 *Force Majeure*

The Company shall not be liable for any failure or delay in the performance of its obligations pursuant to this Agreement and such failure or delay shall not be deemed a default of this Agreement or grounds for termination hereunder, except as set forth below, if all of the following conditions are satisfied:

- a. If and to the extent such failure or delay is caused by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, pandemic, riots, civil disorders, rebellions or revolutions, strikes, lockouts or court order (each, a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event, the Company shall be excused from any further performance of those of its obligations pursuant to this Agreement affected by the Force Majeure Event for as long as: i) such Force Majeure Event continues and ii) Company continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.
- b. The Company shall promptly notify the Town by telephone or other means available (to be confirmed by written notice within five (5) business days of the beginning of the failure or delay) of the occurrence of a Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than thirty (30) days, the Town may terminate this Agreement.
- c. In no event shall Town be relieved of its obligation to pay to Company any amount of money which becomes due and payable under this Agreement, as and when such amount becomes due and payable. Town will continue to

pay for the cost of insurance and the payroll of Company employees during any such Force Majeure Event. During a time of an acknowledged Force Majeure Event, both Town and Company may negotiate changes to the contract in relation to fees charged so that both parties do not endure financial hardships.

14.7 Severability

The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of the Agreement can be determined and effectuated. If any provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

14.8 Approvals

All approvals or consents required under this Agreement must be in writing and signed by an appropriate representative of the respective party.

14.9 Waiver

No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving the rights.

14.10 Conflict of Interest

The Company covenants that its officers, employees, shareholders, and subcontractors have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement.

14.11 No Bribery

The Company certifies that to the best of its knowledge, information, and belief, neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed, or attempted to bribe, an officer or employee of the Town in connection with this Agreement.

14.12 Change in Control

The Company shall notify the Town within thirty (30) days of the occurrence of a change in control. As used in this Agreement, the term "control" means the possession, direct or indirect, of either:

- a. The ownership of or ability to direct the voting of, as the case may be, fifty-one percent (51%) or more of the equity interests, value or voting power in the Company; or
- b. The power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.

14.13 Company Access to Town Facilities

Arrangements for access to Town facilities will be made between the Manager and the Company. The Company will be required to sign for all keys when issued and return all keys upon termination of the Agreement. The Company shall report any loss or misuse of keys immediately will promptly reimburse the Town for any re-keying as a result of such loss or misuse.

14.14 Revenue

All revenue collected and penalty payments received by the Company, resulting from the enforcement of on-street parking regulations, as well as payments received for any other citation, shall be the property of the Town.

14.15 Town's Right to Dismiss Fees and Fines

The Town has the unilateral right to dismiss any individual parking ticket or other citation and/or direct the Company to reimburse any fines or fees.

ARTICLE 15 - PUBLIC INFORMATION AND STATEMENTS TO THE PRESS

Advertising, sales promotion or other materials of the Company or its agents or representatives shall limit the identification or reference to this Agreement to the general

description of the Services. As a condition of entering into this Agreement, the Company further agrees to refrain from the following, absent the Town's prior written approval: (1) making any statement to the media or public regarding the subject matter of this Agreement or the Town's position on any issue relating to this Agreement; or (2) making any statement to the media or public on any issue which is in the Town's judgment likely to cast doubt on the competence or integrity of the Town or Company. Failure to comply with this Article by the Company shall constitute a material breach and, without limiting any other remedies the Town may have, shall entitle the Town to terminate this Agreement for default.

All of the information, reports, cost estimates, plans, specifications and documents prepared or assembled by the Company under this Agreement are the property of the Town. The Company agrees that any such documents may not be made available to any individual or organization other than appropriate Town officials without prior written approval of the Town. Nothing contained in this paragraph shall be construed to prevent the Company from making information, reports and documents available to those individuals or firms directly concerned with the services described herein with prior written agreement of the Town.

ARTICLE 16 - PRE-AUDIT

This Contract has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act as evidenced by Town purchase order no. _____ which is incorporated as if fully set forth herein.

ARTICLE 17 - IMMUNITY NOT WAIVED

This Agreement is governmental in nature for the benefit of the public and is not intended to be for private profit or gain and the Town does not intend to waive its sovereign immunity by reason of this Agreement.

THIS AGREEMENT, entered into as of the day and year first written above for Parking Management Services for Carolina Beach, North Carolina.

COMPANY:

P2 OF NC, LLC
Federal Tax I.D. No. 85-2193963

WITNESS

By: _____
M. Scott Diggs, CEO

Date: _____

Date: _____

TOWN:

TOWN OF CAROLINA BEACH

WITNESS

By: _____
Bruce Oakley, Town Manager

Date: _____

Date: _____

EXHIBIT A
SUMMARY SCOPE OF SERVICES

The Company will provide overall management of on-street parking, including parking enforcement, citation processing, the appeals process, meter maintenance, and administration of any merchant validation and parking permit programs. In providing the Services, the Company will be responsible for and focus on the following areas:

1. Initial 30 day Assessment

- a. Signage Updates
- b. Payment options in different locations to include clear consumer costs
- c. Recommendations on areas for expansion of parking for cars, truck, buses and golf carts
- d. Maintenance needs and costs
- e. Plans for implementing unmanned entry into Freeman Park
- f. Plan for expanding sales options for Freeman Park passes
- g. Innovations to improve and simplify the customer experience at Town Parking and Freeman Park
- h. Provide login access to all reports utilized by the service provider and update as vendors are removed/added
- i. Cost and Implementation plan for the above a-g.

2. Parking Meter and Other On-street Parking Enforcement

- a. Enforce parking regulations relating to meters and other parking controls within an area designated by the Town during the months of March through October and during the hours of 8:00 a.m. to 10:00 p.m. Enforcement activities will include electronic ticketing and towing. The Town may adjust the geographic locations for enforcement activities in its sole discretion.
- b. Manage Town-owned parking meters, pay stations and any additional non-metered on-street parking spaces including pay by cell and pay by text applications.
- c. Issue residential parking permits and re-entry permits digitally or in printed form.

- d. Enforce scofflaw regulations related to towing of vehicles that have three or more outstanding parking citations over 90 days old.
- e. Install and manage Town-owned parking meters as instructed by the Town. The Town reserves the right to adjust the number of parking meters and spaces in its sole discretion.
- f. Establish designated patrol routes for its enforcement officers.
- g. Respond to requests from the Town to suspend or emphasize enforcement along certain roads or in certain areas. The Town also reserves the right to temporarily suspend enforcement along any street, or in any zone, according to the needs of the Town. The Town will make every effort to provide the Company adequate notice concerning the location and duration of any such suspension or higher level of enforcement.
- h. Enforce parking regulations for Freeman Park and any other communicated special events, including festivals, etc.

3. Collection of Monies and Accounting

- a. Collect and account for all revenues from the meters installed. Empty all meters frequently enough so that no meter ceases to operate because it is full. All monies collected from parking meters will be deposited daily, in accordance with approved guidelines established by the Town, into an account authorized by the Town.
- b. Collect payments on citations from the public. Payments may be made by cash, check or by credit card "over-the-counter," by telephone or over the Internet. The Company will be responsible for also processing payments on parking citations issued by the Carolina Beach Police Department and Fire Department.
- c. Company agrees to collect all credit card payments through Company's credit card processor and transfer all collected revenues via ACH bank transfer to a bank account designated by the Town on a bi-weekly basis during an initial interim period. Town will provide Merchant Identification numbers per payment type and upon updates with equipment vendors, credit card payments will be processed with Town's credit card processor and deposited directly into Town's bank account
- d. Accept payments for other non-parking violations, such as noise, littering, etc. All monies collected for these other program areas will be turned over to the Town for distribution to the appropriate agency.
- e. Assist in the collection of all outstanding citations related to scofflaws. Outstanding citations may predate the contract period.
- f. Issue late notices for overdue payment of citations and provide follow-up

collection services.

- g. Download all data from its handheld computers on a daily basis into the system specified by the Town.
- h. Ensure proper accountability and internal control of monies collected.
- i. Provide any periodic or special financial and operational reports as requested by the Town.
- j. If requested by the Town, provide capability to use debit cards, keys or similar devices at selected meter locations.

4. Office Administration

- a. Maintain provided furnished office space in the project area that will serve as the office for enforcement personnel and meter maintenance operations. This office will be open to the public during standard business hours.
- b. Be equipped with computers linked to the Town in order to daily download data requested by the Town and provide the Town access to system activity. The office must have a telephone and the number must be provided to the public and to the Town
- c. Be responsible for purchasing all materials necessary to carry out all office functions. These include, but are not limited to, paper tickets and ticket books, envelopes, uniforms, office equipment and supplies, an inventory of spare parts for maintenance and repair of meters, and all other necessary equipment.
- d. Coordinate with the Town on the Town's purchase of any new parking equipment.
- e. Administer & implement a Merchant Parking Validation Program if necessary

5. Personnel Administration

- a. Parking enforcement personnel will demonstrate high ethical standards of conduct and will observe all written rules and regulations concerning their work assignments.
- b. Supervisors and field personnel will maintain radio/cell contact at all times to ensure appropriate oversight of parking enforcement activities.
- c. The Company will ensure that all enforcement, parking meter maintenance

and coin collecting personnel wear Town-approved uniforms and be properly groomed while on duty. The uniform must display approved insignia that clearly identifies the wearer as being responsible for enforcing parking violations, managing parking facilities or servicing parking meters. The uniform will also have a clearly visible and readable nametag that must be worn at all times.

- d. All other employees of the Company providing Services shall at all times be clearly identifiable by uniform, name badges, name tags, or identification cards.
- e. The Company shall employ persons who are fully trained, competent and qualified with the skills and experience necessary to provide the Services during the term of this Agreement.
- f. The Company is responsible for hiring, training and supervising its staff members. All of the Company's staff members assigned to provide the Services are employees of the Company.
- g. The Company personnel shall at all times assure that its employees serve the public in a courteous, helpful, and impartial manner. Correction of any inappropriate behavior or language shall be the responsibility of the Company.
- h. The Company shall respond to any public complaint within forty-eight (48) hours after receipt of the complaint. In the event a report is received alleging an employee of the Company was discourteous, belligerent, profane or in any way intimidating, either physically or verbally, the Company will submit a written report to the Manager within seven (7) days of the date of the report, outlining the complete details of the incident. The report will include the nature of the incident, time, date, location and the name, address and telephone number of the person making the allegation. The report will also include the name and title of the employee and the nature of the disciplinary action taken, if any.
- i. Staff provided by Company shall include at all times one full time, year round manager, one full time, year round assistant manager, one full time customer service representative within the local office, year round Freeman Park Attendants and seasonal employees to include sufficient personnel to provide parking enforcement agents on the street March – October 8am – 10pm and Freeman park attendants when required.
- j. Company is authorized to operate with less parking enforcement agents on the street during those times where that number of agents is not necessary due to weather conditions or similar circumstances. Company shall communicate such reduced staffing to the Town's Point of Contact. Any monetary savings resulting from such reduction in services shall be passed on to Town by Company.

6. Training and Customer Service

- a. Provide thorough training for enforcement and other personnel, including general information and directions to assist customers visiting the Carolina Beach area.
- b. Respond in accordance with the Town of Carolina Beach principles on customer service to public inquiries about the on-street parking program, ticketing and enforcement, or any other citizen concern. The Company will provide a high level of customer service by employing friendly, helpful, customer-oriented personnel.
- c. Assist the Town in its efforts to inform the public about the Program.
- d. Provide all enforcement personnel with an adequate supply of material regarding Town services and Town attractions, sites and events for distribution to citizens requesting such information.
- e. Keep an accurate record of all citizens' complaints, their resolution, and action taken to contact the complainant. All such records shall be retained during the term of this Agreement and made available to the Manager.

7. Installation and Maintenance

- a. Annual installation and removal of parking meters and paystations and maintenance of parking meters and paystations shall be carried out by Company in accordance with the Town's standards.
- b. Maintain the meters installed in good working condition. Good working condition is defined as repairing/replacing any defective meter within 12 hours of a report of failure. All Company employees will be required to immediately report any damaged, missing, or malfunctioning meters or facilities to the appropriate supervisor.
- c. Implement and follow a regular preventive maintenance schedule for all parking meters.
- d. Keep a meter log of all complaints. The log will note date, meter number, location, problem, and name of the person calling in the problem, the tag number of the car (if any), the **date** the mechanics checked the meter, the nature of the problem and the date it was corrected.
- e. It shall be the responsibility of Town to maintain adequate inventory levels for parking meter and pay station maintenance and repair.

8. **Safety**

- a. Take adequate steps to ensure the safety and security of all personnel and property. Town expressly acknowledges that Company's obligations in connection with the management, operation and promotion of the Parking Services, and employment of persons in connection therewith, do not include the rendition of service, supervision, or furnishing of personnel in connection with the personal safety and security of employees, tenants, customers, or other persons within and about the Parking Services. Company does not have knowledge or expertise as a guard or security service, and does not employ personnel for that purpose, nor do Company's employees undertake the obligation to guard or protect customers against the intentional acts of third parties.

9. **Special Events**

- a. If a special event is scheduled, the Company may be required to reset any or all meters. These events include, but are not limited to, festivals, parades etc.

10. **Towing/Booting**

- a. The Company will be responsible for arranging for towing and/or booting of illegally parked vehicles and scofflaws, in accordance with Town-approved policies and procedures to be established

11. **Response to Hurricanes and Other Similar Emergencies**

- a. In the event of a hurricane or other similar emergency, the Company will be responsible for removing all meters and pay stations to a safe and secure location in advance of such hurricane or other emergency at the direction of the Town's primary point of contact when removal of equipment is deemed as not necessary, Company will ensure equipment is covered by means of meter bags and/or plastic coverings to ensure as less damage as possible.
- b. Company will be reimbursed for those costs it incurs in responding to such hurricane or emergency which exceed the approved budget amounts. Company will be responsible for providing Town with sufficient information to demonstrate the manner in which its cost exceeded the approved budgeted amounts and town shall have no obligation to pay such amounts absent information supporting such additional expenses satisfactory to town.

12. **Other**

- a. Change Company procedures as necessary to conform to revisions in the Town's ordinances, parking regulations, policies, and initiatives.
- b. Consult with the Town, as requested, regarding the design or enhancement of the parking program.
- c. Assist in maintaining and expanding the program, if required to do so, as

needed.

- d. Coordinate with the Town and stay involved in the Town's efforts to inform the public about the parking program.
- e. Provide consulting services to the Town on its parking program without charge, provided that the consulting services do not require extraordinary expense to the Company.

Provide any other service or program as indicated in the response to the RFP that the Company submitted to the Town as part of the Proposal

EXHIBIT B

EQUIPMENT AMORTIZATION

CAROLINA BEACH, NC - EQUIPMENT - AMORTIZATION SCHEDULE

ENTER VALUES

Loan amount	\$48,758.00
Interest rate	9.75%
Loan term in years	5
Payments made per year	12
Loan repayment start date	1/1/22
Optional extra payments	\$0.00

LOAN SUMMARY

Scheduled payment	\$1,029.98
Scheduled number of payments	60
Actual number of payments	60
Years saved off original loan term	0.00
Total early payments	\$0.00
Total interest	\$13,040.55
LENDER NAME	

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
1	1/1/22	\$48,758.00	\$1,029.98	\$0.00	\$1,029.98	\$633.82	\$396.16	\$48,124.18	\$396.16
2	2/1/22	\$48,124.18	\$1,029.98	\$0.00	\$1,029.98	\$638.97	\$391.01	\$47,485.22	\$787.17
3	3/1/22	\$47,485.22	\$1,029.98	\$0.00	\$1,029.98	\$644.16	\$385.82	\$46,841.06	\$1,172.99
4	4/1/22	\$46,841.06	\$1,029.98	\$0.00	\$1,029.98	\$649.39	\$380.58	\$46,191.67	\$1,553.57
5	5/1/22	\$46,191.67	\$1,029.98	\$0.00	\$1,029.98	\$654.67	\$375.31	\$45,537.00	\$1,928.88
6	6/1/22	\$45,537.00	\$1,029.98	\$0.00	\$1,029.98	\$659.99	\$369.99	\$44,877.01	\$2,298.87
7	7/1/22	\$44,877.01	\$1,029.98	\$0.00	\$1,029.98	\$665.35	\$364.63	\$44,211.66	\$2,663.52
8	8/1/22	\$44,211.66	\$1,029.98	\$0.00	\$1,029.98	\$670.76	\$359.22	\$43,540.90	\$3,022.74
9	9/1/22	\$43,540.90	\$1,029.98	\$0.00	\$1,029.98	\$676.21	\$353.77	\$42,864.70	\$3,376.51
10	10/1/22	\$42,864.70	\$1,029.98	\$0.00	\$1,029.98	\$681.70	\$348.28	\$42,183.00	\$3,724.79
11	11/1/22	\$42,183.00	\$1,029.98	\$0.00	\$1,029.98	\$687.24	\$342.74	\$41,495.76	\$4,067.53
12	12/1/22	\$41,495.76	\$1,029.98	\$0.00	\$1,029.98	\$692.82	\$337.15	\$40,802.93	\$4,404.68
13	1/1/23	\$40,802.93	\$1,029.98	\$0.00	\$1,029.98	\$698.45	\$331.52	\$40,104.48	\$4,736.13
14	2/1/23	\$40,104.48	\$1,029.98	\$0.00	\$1,029.98	\$704.13	\$325.85	\$39,400.36	\$5,062.26
15	3/1/23	\$39,400.36	\$1,029.98	\$0.00	\$1,029.98	\$709.85	\$320.13	\$38,690.51	\$5,382.11
16	4/1/23	\$38,690.51	\$1,029.98	\$0.00	\$1,029.98	\$715.62	\$314.36	\$37,974.89	\$5,696.47
17	5/1/23	\$37,974.89	\$1,029.98	\$0.00	\$1,029.98	\$721.43	\$308.55	\$37,253.46	\$6,005.02
18	6/1/23	\$37,253.46	\$1,029.98	\$0.00	\$1,029.98	\$727.29	\$302.68	\$36,526.17	\$6,307.71
19	7/1/23	\$36,526.17	\$1,029.98	\$0.00	\$1,029.98	\$733.20	\$296.78	\$35,792.97	\$6,604.49
20	8/1/23	\$35,792.97	\$1,029.98	\$0.00	\$1,029.98	\$739.16	\$290.82	\$35,053.81	\$6,895.31
21	9/1/23	\$35,053.81	\$1,029.98	\$0.00	\$1,029.98	\$745.16	\$284.81	\$34,308.65	\$7,180.12
22	10/1/23	\$34,308.65	\$1,029.98	\$0.00	\$1,029.98	\$751.22	\$278.76	\$33,557.43	\$7,458.88
23	11/1/23	\$33,557.43	\$1,029.98	\$0.00	\$1,029.98	\$757.32	\$272.65	\$32,800.11	\$7,731.53
24	12/1/23	\$32,800.11	\$1,029.98	\$0.00	\$1,029.98	\$763.47	\$266.50	\$32,036.63	\$7,998.03
25	1/1/24	\$32,036.63	\$1,029.98	\$0.00	\$1,029.98	\$769.68	\$260.30	\$31,266.96	\$8,258.33
26	2/1/24	\$31,266.96	\$1,029.98	\$0.00	\$1,029.98	\$775.93	\$254.04	\$30,491.02	\$8,512.40
27	3/1/24	\$30,491.02	\$1,029.98	\$0.00	\$1,029.98	\$782.24	\$247.74	\$29,708.79	\$8,760.14
28	4/1/24	\$29,708.79	\$1,029.98	\$0.00	\$1,029.98	\$788.59	\$241.38	\$28,920.19	\$9,001.53
29	5/1/24	\$28,920.19	\$1,029.98	\$0.00	\$1,029.98	\$795.00	\$234.98	\$28,125.20	\$9,236.51
30	6/1/24	\$28,125.20	\$1,029.98	\$0.00	\$1,029.98	\$801.46	\$228.52	\$27,323.74	\$9,465.03
31	7/1/24	\$27,323.74	\$1,029.98	\$0.00	\$1,029.98	\$807.97	\$222.01	\$26,515.77	\$9,687.00
32	8/1/24	\$26,515.77	\$1,029.98	\$0.00	\$1,029.98	\$814.54	\$215.44	\$25,701.23	\$9,902.44
33	9/1/24	\$25,701.23	\$1,029.98	\$0.00	\$1,029.98	\$821.15	\$208.82	\$24,880.08	\$10,111.26
34	10/1/24	\$24,880.08	\$1,029.98	\$0.00	\$1,029.98	\$827.83	\$202.15	\$24,052.25	\$10,313.39
35	11/1/24	\$24,052.25	\$1,029.98	\$0.00	\$1,029.98	\$834.55	\$195.42	\$23,217.70	\$10,508.81
36	12/1/24	\$23,217.70	\$1,029.98	\$0.00	\$1,029.98	\$841.33	\$188.64	\$22,376.37	\$10,697.45
37	1/1/25	\$22,376.37	\$1,029.98	\$0.00	\$1,029.98	\$848.17	\$181.81	\$21,528.20	\$10,879.26
38	2/1/25	\$21,528.20	\$1,029.98	\$0.00	\$1,029.98	\$855.06	\$174.92	\$20,673.14	\$11,054.24
39	3/1/25	\$20,673.14	\$1,029.98	\$0.00	\$1,029.98	\$862.01	\$167.97	\$19,811.14	\$11,222.21
40	4/1/25	\$19,811.14	\$1,029.98	\$0.00	\$1,029.98	\$869.01	\$160.97	\$18,942.13	\$11,383.18
41	5/1/25	\$18,942.13	\$1,029.98	\$0.00	\$1,029.98	\$876.07	\$153.90	\$18,066.05	\$11,537.08
42	6/1/25	\$18,066.05	\$1,029.98	\$0.00	\$1,029.98	\$883.19	\$146.79	\$17,182.86	\$11,683.87
43	7/1/25	\$17,182.86	\$1,029.98	\$0.00	\$1,029.98	\$890.37	\$139.61	\$16,292.50	\$11,823.48
44	8/1/25	\$16,292.50	\$1,029.98	\$0.00	\$1,029.98	\$897.60	\$132.38	\$15,394.90	\$11,955.86
45	9/1/25	\$15,394.90	\$1,029.98	\$0.00	\$1,029.98	\$904.89	\$125.08	\$14,490.01	\$12,080.94
46	10/1/25	\$14,490.01	\$1,029.98	\$0.00	\$1,029.98	\$912.24	\$117.73	\$13,577.76	\$12,198.67
47	11/1/25	\$13,577.76	\$1,029.98	\$0.00	\$1,029.98	\$919.66	\$110.32	\$12,658.11	\$12,308.99
48	12/1/25	\$12,658.11	\$1,029.98	\$0.00	\$1,029.98	\$927.13	\$102.85	\$11,730.98	\$12,411.84
49	1/1/26	\$11,730.98	\$1,029.98	\$0.00	\$1,029.98	\$934.66	\$95.31	\$10,796.32	\$12,507.15
50	2/1/26	\$10,796.32	\$1,029.98	\$0.00	\$1,029.98	\$942.26	\$87.72	\$9,854.06	\$12,594.87
51	3/1/26	\$9,854.06	\$1,029.98	\$0.00	\$1,029.98	\$949.91	\$80.06	\$8,904.15	\$12,674.93
52	4/1/26	\$8,904.15	\$1,029.98	\$0.00	\$1,029.98	\$957.63	\$72.35	\$7,946.52	\$12,747.28
53	5/1/26	\$7,946.52	\$1,029.98	\$0.00	\$1,029.98	\$965.41	\$64.57	\$6,981.11	\$12,811.85
54	6/1/26	\$6,981.11	\$1,029.98	\$0.00	\$1,029.98	\$973.25	\$56.72	\$6,007.85	\$12,868.57
55	7/1/26	\$6,007.85	\$1,029.98	\$0.00	\$1,029.98	\$981.16	\$48.81	\$5,026.69	\$12,917.38
56	8/1/26	\$5,026.69	\$1,029.98	\$0.00	\$1,029.98	\$989.13	\$40.84	\$4,037.56	\$12,958.22
57	9/1/26	\$4,037.56	\$1,029.98	\$0.00	\$1,029.98	\$997.17	\$32.81	\$3,040.39	\$12,991.03
58	10/1/26	\$3,040.39	\$1,029.98	\$0.00	\$1,029.98	\$1,005.27	\$24.70	\$2,035.12	\$13,015.73
59	11/1/26	\$2,035.12	\$1,029.98	\$0.00	\$1,029.98	\$1,013.44	\$16.54	\$1,021.67	\$13,032.27
60	12/1/26	\$1,021.67	\$1,029.98	\$0.00	\$1,021.67	\$1,013.37	\$8.30	\$0.00	\$13,040.55

EXHIBIT C

PROGRAM ITEMS TO BE SUPPLIED BY TOWN

- Parking office located at 1708 Canal Dr. Office to be inclusive of utilities and repair and maintenance.
- Office furniture including multiple desks, filing cabinets and printer/copier
- Cummings Coin Counter
- Bill counter
- 19 Parkeon Paystations
- On-street MacKay Meters – Quantity unknown
- On-street Duncan Meters – Quantity unknown
- Meter spare parts – Quantity unknown
- MacKay and Duncan batter chargers
- Coin collection cart and canisters
- Paystation and Meter cover bags- Quantity unknown
- 2- Electric Golf Carts
- 1- Pick up truck with lift gate
- Freeman Park Entrance booth
- Miscellaneous equipment maintenance tools